



DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

Notice to Prospective Bidders

July 21, 2016

You are invited to review and respond to this Invitation for Bids (IFB), entitled "Scrap Metal Pick-Up and Recycling for Los Angeles, Ventura, and Orange Counties" DRR16040 (**Revenue Contract**). In submitting your bid, you must comply with the instructions herein.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions, Special Terms and Conditions and Contractor Certification Clauses which are referenced in Section II of this package. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of the Department of Resources Recycling and Recovery (CalRecycle) this IFB is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this IFB is:

When Kwon
contracts@calrecycle.ca.gov
Phone: 916.341.6121
Fax: 916.319.7852

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

When Kwon
Contract Administrator

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Section 1 Overview

General Information

CalRecycle promotes a zero waste California in partnership with local government, industry, and the public. This means managing the estimated 76 million tons of waste generated each year by reducing waste whenever possible, promoting the management of all materials to their highest and best use, and protecting public health and safety and the environment.

CalRecycle Contact Information

Department of Resources Recycling and Recovery

Physical Address: 1001 I Street,
Sacramento, CA 95814
CalRecycle Contracts Unit, MS-19A

Mailing Address: PO Box 4025,
Sacramento, CA 95812-4025
Attn: Contracts Unit, MS-19A

Phone: (916) 341-6649

FAX: (916) 319-7345

EMAIL: contracts@calrecycle.ca.gov

Any documents delivered in person must be received in the Visitor's & Environmental Service Center located in the lobby of the CalEPA Headquarters Building at 1001 I Street, Sacramento, CA 95814.

Service Needed

The purpose of this Agreement is for the Contractor to collect and recycle scrap metal from participating State Agencies in Los Angeles, Ventura, and Orange Counties in California.

Contract Budget

This Agreement is a revenue agreement and has no funds budgeted to it.

Liquidated Damages

The selected Contractor, to receive award of this Agreement, will be subject to liquidated damages if required deliverables (e.g., pick-ups) are not completed per the schedule outlined in the Scope of Work. See Section II, Commitment, *Special Terms and Conditions* for additional information.

Contract Term

The term of this Agreement will span approximately 24 months and is expected to begin in October 2016. At the discretion of CalRecycle Contract Manager, CalRecycle may award a one-time 12-month contract extension.

Process Type

Invitation for Bid (IFB).

Process Schedule

This process will be conducted according to the following tentative schedule where all times are Pacific Time

Advertisement Date	07/21/2016
Written Questions Due by 5:00 pm	07/27/2016
Submittal's Due by 2:00 pm	08/17/2016
Bid Opening at 2:15 pm	08/17/2016

Section II Rules and Conditions

Introduction

There are conditions that this IFB, submitting Bidders, bids and resulting Agreements are subject to and/or required to comply with.

Commitment

Upon submittal of a Bid, the Contractor has committed to comply with the following requirements:

- All items noted in IFB documents
- Special Terms and Conditions, which are included in the sample contract attached.
- General Terms and Conditions (GTCs) and Contractor Certification Clauses (CCCs) are both available for viewing at
<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

The above terms, conditions, and/or requirements are not subject to negotiation. Any Bidder that reserves a right to negotiate or expresses any exception to the above terms, conditions, and/or requirements will be disqualified. However, requests to revise any of the above terms, conditions, and/or requirements may be submitted during the formal question and answer period. Any such requests must include the current language, the proposed revised language, and the justification for the proposed revision. Any revisions are at the sole discretion of CalRecycle and will only be made under very limited circumstances in which the revisions apply to all Bidders and benefit or enhance the Contract.

If the Bidder fails to meet any of the requirements or comply with CalRecycle requests, CalRecycle can reject, disqualify, or remove the firm from the process. CalRecycle is not committed to award an Agreement resulting from this IFB.

Antitrust Claims

In submitting a Bid Package to a public purchasing body, the Bidder offers and agrees that if the Bid Package is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the Bid Package. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder. (See Government Code Section 4552.)

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the Bid Package

price, less the expenses incurred in obtaining that portion of the recovery. (See Government Code Section 4553.)

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (See Government Code Section 4554.)

Contractor's Cost

All costs resulting from the Contractor's participation in the IFB process are at the firm's expense. No costs incurred by the contractor participating in the IFB process will be reimbursed by CalRecycle.

Information

All information obtained or produced during the course of the Agreement will be made available to CalRecycle.

Any information that qualifies as confidential or a trade secret(s) under the Public Records Act (PRA) or the Public Contract Code (PCC) and is thus exempt from disclosure under those statutes must so be marked by the Bidder prior to submission to CalRecycle. Any claims of confidentiality or trade secret(s) except as to information that qualifies as such under the PRA or PCC may result in disqualification.

CalRecycle will hold information deemed confidential or trade secret(s) by the Bidder to the extent allowable by the California Public Records Act and the Public Contract Code.

Written Questions

Bidders needing clarification of the requirements of this solicitation may submit questions to CalRecycle's Contracts Unit. All inquiries must be received no later than 5:00 pm on July 27, 2016 regardless of postmark. If the inquiries are faxed, then the time and dated on the fax must not be later than the due date and time.

Questions, suggestions or objections regarding the content of this solicitation, including but not limited to the purpose, scope of work, etc., not submitted by the deadline for questions shall be deemed waived and may not be raised at a later time.

Oral communications with CalRecycle officers and employees shall be non-binding on the State and shall in no way exclude the Bidder of any obligations as set forth in this package.

All questions or inquiries regarding this solicitation shall be submitted using the contact information provided in Section I.

E-mails and/or faxes should be clearly marked "**Questions Relating to SOLICITATION DRR16040**"

The questions and answers will be published in an Addendum to the IFB (see below, Addenda).

Addenda

CalRecycle reserves the right to amend, alter, or change the rules and conditions of this IFB.

Any ambiguity, conflict, discrepancy, omission, or other error discovered in the IFB should immediately be reported to CalRecycle prior to the deadline for submission of written questions. CalRecycle will issue addenda to address such issues. Addenda will be available on the CalRecycle webpage for this particular solicitation at www.calrecycle.ca.gov/contracts.

Modification of Submittals

A Bid submitted prior to the submittal deadline, can be withdrawn or modified by the submitting Bidder. The Bidder must:

- Provide a written request
- Identify the requesting individual and their association to the Bidder

A Bid cannot be withdrawn for modification after the submittal deadline has passed.

Errors in Submittals

An error in a Bid package may be cause for rejection of that Bid.

CalRecycle may make certain corrections, if the Bidder's intent is clearly established based on review of the complete Bid.

Unreliable List

Any Contractor or Subcontractor currently on the CalRecycle Unreliable list is ineligible to apply for or participate in this Agreement.

Electronic Waste Recycling

If the Contractor or any Subcontractors participate in activities that result in the disposition of electronic components, they will comply with the provisions of PRC Chapter 8.5.

Use Tax

If, during the course of the Agreement, the Contractor will be involved in the re-sale of goods to the State, they must comply with the requirements of Section 6452.1, 6487, 6487.3, 7101, and 18510 of the Revenue and Taxation Code, in addition to Section 10295.1 of the Public Contract Code.

Small Business (SB) Preference

The following information shall apply to both SBs and MBs.

Any Bidder competing in this process as a California Certified Small Business (SB) or Micro Business (MB), or as a non-SB certifying to subcontract a minimum of 25% of the total contract services to a California Certified SB or MB, will receive a five percent (5%) preference. Certification must be provided by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS). CalRecycle will apply the preference per State law and as described on the DGS website at <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

A five percent (5%) bid preference is available to a non-small business claiming twenty-five percent (25%) California certified small business subcontractor participation. If claiming the non-small business subcontractor preference, the bid response must include a list of the small business(es) with which you commit to subcontract in an amount of at least twenty-five percent (25%) of the net bid price with one or more California certified small businesses. Each listed certified small business must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4).

The required list of California certified small business subcontracts must be attached to the bid response and must include the following: 1) subcontractor name, 2) address, 3) phone number, 4) a description of the work to be performed and/or products supplied, 5) and the dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor. Use the SB/DVBE participation form to report this information.

Bidders claiming the five percent (5%) preference must commit to subcontract at least twenty-five percent (25%) of the net bid price with one or more California certified small businesses. Completed certification applications and required support documents must be submitted to the office of Small Business and DVBE Certification (OSDC) no later than 5:00 p.m. on the bid due date, and the OSDC must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDC at (916) 375-4940. In no event shall the SB preference or non-SB subcontracting preference exceed \$50,000 in any single bid.

The incentive is applied during the evaluation process and is only applied for responsive bids from responsible bidders proposing the percentage of SB participation for the incentive specified above. The SB preference will be applied when a responsible bidder that is not a CA certified SB or a non-SB claiming 25% CA certified SB subcontractor participation submits the lowest responsive bid.

For award based on low price, the incentive is applied by reducing the bid price by the amount of incentive as computed from the lowest responsive and responsible bid price. The computation is for evaluation purposes only. Application of the incentive shall not displace an award to a small business with a non-small business.

A copy of the Bidder's SB certification should be included with the Bid Package.

If the Bidder makes a commitment to achieve small business participation, then the Bidder, if awarded this Agreement, must within 60 days of receiving final payment (or within such other time period as may be specified elsewhere in this Agreement) report to the awarding department the actual percentage of small business participation that was achieved (Govt. Code § 14841). Refer to Attachment C to fulfill this requirement.

Disabled Veterans Business Enterprise (DVBE) Preference

Any Bidder competing in this process as a California Certified Disabled Veterans Business Enterprise, or as a non-DVBE certifying to subcontract a minimum of 3% of the total contract services to a California Certified DVBE, will receive a preference as shown below:

1. Five (5%) and above participation level = bid will receive five percent (5%) preference.
2. Four (4%) participation level = bid will receive two percent (2%) preference.
3. Three (3%) participation level = bid will receive one percent (1%) preference.

Certification must be provided by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS).

A five percent (3-5%) bid preference is available to a non-DVBE claiming a minimum of three percent (3%) California certified DVBE subcontractor participation. If claiming the non-DVBE subcontractor preference, the bid response must include a list of the DVBE(s) with which you commit to subcontract in an amount of at least three percent (3%) of the net bid price with one of more California certified DVBEs. Each listed certified DVBE must perform a "commercially useful function" in the performance of the Agreement as defined in Government Code Section 14837(d)(4).

The required list of California certified DVBE subcontracts must be attached to the bid response and must include the following: 1) subcontractor name, 2) address, 3) phone number, 4) a description of the work to be performed and/or products supplied, 5) and the dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor. Use the SB/DVBE participation form to report this information.

Bidders claiming a preference must commit to subcontract at least three percent (3%) of the net bid price with one or more California certified DVBEs. Completed certification applications and required support documents must be submitted to the office of Small Business and DVBE Certification (OSDC) no later than 5:00 p.m. on the bid due date, and the OSDC must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDC at (916) 375-4940.

The incentive is applied during the evaluation process and is only applied for responsive bids from responsible bidders proposing the percentage(s) of DVBE participation for the incentive(s) specified above.

For award based on low price, the incentive is applied by reducing the bid price by the amount of incentive as computed from the lowest responsive and responsible bid price. The computation is for evaluation purposes only. Application of the incentive shall not displace an award to a small business with a non-small business.

A copy of the Bidder's DVBE certification should be included with the Bid Package.

For information on locating DVBE resources please go to the following website

<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>

A copy of the Bidder's DVBE certification should be included with the Bid Package.

If awarded, the Bidder who has made a commitment to achieve disabled veteran business enterprise (DVBE) participation, must within 60 days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement) certify in a report to the awarding department: (1) the total amount the prime contractor received under the contract; (2) the name and address of the DVBE(s) that participated in the performance of the contract; (3) the amount each DVBE received from the prime contractor; (4) that all payments under the contract have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation (Military & Veterans Code (M&VC) § 999.5(d)). Refer to Attachment C to fulfill this requirement.

Subcontractors

All Subcontractors identified in the Bid, must be experts in their respective disciplines and capable of performing the tasks for which they are hired.

If awarded the agreement, the contractor **must** use all of the SB/MB and Disabled Veteran Business Enterprise firms identified on the Small Business/DVBE Participation Summary.

Contractor understands and agrees that should award of this Agreement be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their proposal, per Military and Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). Changes to the scope of work that impact the DVBE subcontractor(s) identified in the proposal and approved DVBE substitutions will be documented by contract amendment.

Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the proposal may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC § 999.9; Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).

CalRecycle reserves the right to approve substitutions of subcontractors, as long as, certified business participation levels remain unchanged.

Section III Bid Submittal Requirements

Introduction

Failure to follow the instructions contained in this document may be grounds for rejection of a Bid.

CalRecycle may reject any Bid if it is conditional, incomplete or contains irregularities.

CalRecycle may waive an immaterial deviation in a Bid, if deemed in the best interest of CalRecycle.

Deadline

The Bid package must be received by CalRecycle, at the address listed in Section I, Overview by **2:00 p.m. on August 17, 2016.**

Bids received after the deadline, will be considered late and returned to the Bidder unopened.

Addressing

The Bid package must clearly state that it is in response to this IFB and note the IFB number listed with the direction of "Mailroom – do not open."

Number of Copies

The Bidder is required to submit all required documents in the following format:

- One original, non-bound hard copy marked "Original" (do not include bid sheet in this copy)
- One electronic copy on disc or compact disc viewable by Adobe Acrobat Reader. (do not include bid sheet in this copy)
- One complete, signed bid sheet in a sealed envelope marked "Bid – Do Not Open".

It is the submitting Bidder's responsibility to ensure that the electronic copy is formatted in Adobe Acrobat Reader and viewable by CalRecycle.

Document Printing

All documents must be submitted double-sided on paper with a minimum of 100% post-consumer recycled content fiber.

Cover Letter

The cover letter shall be signed by an individual who is authorized to bind the Bidder and shall indicate that person's title or position. The cover letter must be on the Bidder's company letterhead and contain the following information:

- A. Name and address of the Bidder submitting qualifications;
- B. Bidder's Headquarters for purposes of this agreement, if awarded;
- C. Name, telephone number, and e-mail address of a person who can be contacted if further information is required;

- D. Name, title, address, telephone number, and e-mail address of individual(s) with authority to negotiate and execute a binding Agreement on behalf of the Bidder;
- E. Statement that personnel who will provide services under the Agreement will have the required certifications and that bidder will have qualified personnel available to meet the service needs; and
- F. Statement attesting to the fact of the percentage of post-consumer recycled content fiber paper used in the compilation of the IFB package.
- G. Statement stating that the Contractor and any Subcontractors to be used during the performance of the contract are eligible to contract with the State of California, pursuant to PCC 10286.

Qualifications and Resources

The prospective Contractor must have the experience, qualifications, and resources to perform the required tasks of the project.

- A. Knowledge of scrap metal recycling and currently be in the business of collecting, recycling, and processing scrap metal.
- B. Capacity to furnish all labor, tools, materials and equipment for the pick-up and recycling/reuse of scrap metal and, upon commencement of the agreement, shall furnish such labor, tools, materials and equipment throughout the term of this Agreement.
- C. Appropriate and valid Department of Motor Vehicles licenses/permits (and any other necessary licenses and permits) for each driver and vehicle entering participating State facilities
- D. Ensure that all members of its staff have photo identification to present to participating State Agency staff, or their designee, upon request.
- E. Hold a valid business address in California where scrap metal is processed and weighed by a licensed weighmaster on site. Contractor shall not be a broker only. The facility must have all required federal, state, and local permits.

Each Bid must include a description of the resources to be used on the project while demonstrating an individual or team members' abilities to perform the work. The Bid must include resumes for the Project Manager, Personnel and Subcontractors, that include:

- Experience
- Knowledge
- Educational Background
- Appropriate licensing

Organization

Provide a brief description of the organization's services and activities, including:

- Date of establishment
- History
- Location
- Any known conflicts of interest

References

The Bidder's team must provide a minimum of three (3) verifiable references and/or experience that support the above qualifications.

CalRecycle reserves the right to seek references in addition to the client references provided by the Bidder, as it deems necessary.

If a reference or project experience is unable to be verified, it will be disregarded.

Contractor Eligibility

The Bidder must include a written declaration, stating that the Contractor and any Subcontractors to be used during the performance of the contract are eligible to contract with the State of California, pursuant to PCC 10286.1. Statement may be included in the cover letter.

Contractor Licenses and Certifications

The Contractor shall be an individual or firm qualified to do business in California. Required documentation includes the following as applicable:

- A copy of the Bidder's registration with the Secretary of State.
- Additionally, pursuant to the California Business and Professions Code, for services of a "professional" nature requiring a professional license issued by the CA Department of Consumer Affairs, Bidders must submit a copy of the appropriate license(s) for each team member who will provide "professional" services under the Agreement.

Bidding and Payment

CalRecycle will award the Agreement to the qualified bidder who submits the highest percentage offer on the accompanying bid sheet. This percentage is known as the Contractor's Bid Percentage (See Attachment A).

No bids charging a fee will be accepted.

The Contractor shall submit monthly payments to CalRecycle for the duration of the Agreement.

The Monthly Payment Price is equal to the American Metals Market (AMM) publication's export price at the Port of Los Angeles for #2 bundles of ferrous scrap on the first reporting day of each month (See Sample on Attachment A for guidance).

The tons of scrap metal collected by the Contractor during the month from all sites covered by this Agreement is multiplied by the Monthly Payment Price, and this sum is multiplied by the Contractor's Bid Percentage, to calculate the total amount the Contractor shall pay CalRecycle for the scrap metal picked up and recycled/reused during each month.

Failure to abide by any of the payment terms of this Agreement may result in the Agreement being terminated.

Section IV Evaluation and Selection

Introduction

CalRecycle will perform a Pre-Qualification Evaluation process to ensure that the Bidder has included all required documentation in the Bid submittal. The bid sheet must be in a separate sealed envelope marked "Bid – Do Not Open".

If a Bid package does not meet all of the requirements set forth in this IFB, it will be considered non-responsive and rejected from further competition.

Grounds for Rejection

All bids may be rejected whenever the determination is made that the bids received are not really competitive, when the cost is not reasonable, or when the cost exceeds the amount expected.

Additionally, a bid may be rejected if:

- It is received after the due date and time for submittal
- The bid submittal is unsigned
- The bid cost is not prepared as required by the IFB
- The Bidder has been prohibited from contracting with the State by the Department of Fair Employment and Housing
- The Bidder has received a substantive negative contract performance from the State
- Any items required by the IFB are not included with the submittal

No bid may be rejected arbitrarily or without reasonable cause.

Bid Opening

The qualified bids (sealed) will be opened publicly at CalEPA Headquarter Building at 1001 I Street Sacramento, CA 95814 at the time set in Section I, Schedule.

Award of Agreement

Award of this Agreement will be to the highest responsive responsible Bidder meeting all of the IFB requirements after preferences are applied as indicated in Section II Rules and Conditions.

In the event of a tie, CalRecycle shall utilize a tie breaker to determine the winning Bidder. The tie breaker will be determined based on which bidder has the most SB and DVBE participation identified in the bid package.

CalRecycle reserves the right to not award an Agreement.

Rejection of Award

If the Bidder fails to enter into a satisfactory Agreement within a reasonable timeframe after the award is made, CalRecycle may deem that the Bidder has rejected the award.

CalRecycle reserves the right to disqualify the awardee and award the Agreement to the next highest responsive responsible Bidder.

CalRecycle will notify the rejected highest responsive Bidder, at least five (5) days prior to the award being made, of the decision not to award the agreement.

Notice of Intent to Award

CalRecycle will post a notice of intent to award the Agreement resulting from this IFB, only upon written request of any Bidder.

The request must be submitted to the contact contained in Section I, Overview.

If requested, the notice of intent to award will be posted on CalRecycle's contract website at <http://www.calrecycle.ca.gov/Contracts/> and at the headquarters address noted in Section I, Overview five (5) days prior to award of the Agreement.

Protest of Award

A Bidder may protest the proposed award by filing an official protest with the Department of General Services. The protest must be filed after the notice of intent to award the contract, but before the actual award.

Within five (5) **working** days of the initial protest filing, the Bidder must submit a detailed written statement with information that supports that the Bidder would have been awarded the contract and the grounds for that position.

The Agreement will not be awarded until a decision has been made on the filed protest.

The protest documents should be sent via registered mail to the following parties:

Department of General Services
Office of Legal Services
Attn: Protest Coordinator
707 Third Street, 7th floor
Sacramento, CA 95605
Fax (916) 376-6226

Department of Resources Recycling and Recovery
Attn: Contracts Unit
1001 I Street, MS-19A
Sacramento, CA 95814
Fax (916) 319-7852
Email contracts@calrecycle.ca.gov

Section V Description of Work

Work to be Performed

The Contractor shall furnish all labor, tools, materials, and equipment (including various sizes of containers sufficient to meet the needs of each location), for the storage, pickup, and recycling/reuse of scrap metal from each participating State Agency. The Contractor will leave one bin at each location at all times.

The Contractor shall collect and recycle, either through reuse or sale for reuse, scrap metal from participating State Agency locations, and will provide electronic records of the scrap metal collected at each participating State Agency to the Department of Resources Recycling and Recovery (CalRecycle) and to the participating State Agency. The Contractor will respond within two (2) business days when notified by a participating State Agency to collect scrap metal.

Tasks

Task 1: The Contractor shall provide appropriate collection containers.

- A. Various sized containers, as needed, for each location, to store recyclable scrap metal at designated participating State Agencies. A minimum of one (1) bin must remain at each location at all times.
- B. A scrap metal recycling bin of the appropriate size for each location as designated by each participating State Agency Site Representative. It is the responsibility of staff for each participating State Agency to place the scrap metal into the containers provided by the Contractor.
- C. The containers must be clearly labeled “Recyclable Metal Only.” The Contractor shall provide additional containers, as needed, at no additional cost to the participating State Agency.
- D. Participating State Agencies may request the Contractor to make exchanges for either smaller or larger capacity scrap metal containers, as required, in any of the designated locations as described. The Contractor shall exchange the container within three days of the request.
- E. The Contractor shall be responsible for the maintenance of all scrap metal recycling containers. Rainproof covers/tarps must be provided for rain events (typically the season from November 1 to April 30) at no additional cost to CalRecycle or participating State Agencies.
- F. The scrap metal recycling containers must remain at each participating State Agency location during the entire term of this Agreement. As noted in Task 3, Paragraph B,

below, the Contractor shall replace full containers with empty containers during collection. If the pick-up location no longer needs the recycling service, the requested container(s) may be removed with prior permission from the Caltrans District Representative and the CalRecycle Contract Manager.

Task 2: Contractor shall remove and/or pick-up and recycle scrap metal from all the pick-up locations specified under the Location of Services section (below).

- A. Contractor shall be solely responsible for removing all scrap metal after it has been placed in the bins for pick-up by participating State Agency staff. Participating State Agency staff will not assist the Contractor with scrap metal removal once it is in the bins, and neither CalRecycle nor the participating State Agency will be held liable for any injuries sustained by the Contractor's staff during removal/pick-up and recycling of scrap metal. All sorting and/or cutting of scrap metal to size shall be the responsibility of the Contractor.
- B. The containers must remain on-site until they are ready for collection by the Contractor. A State Agency Site Representative or designee will verbally notify the Contractor when the containers are $\frac{3}{4}$ full or greater, and ready for removal by the Contractor.
- C. The Contractor shall remove accumulated scrap metal within two (2) business days of the verbal notification. The minimum pick-up will be one (1) 15-cubic-yard container, unless the Contractor agrees to accept a lesser quantity from a participating State Agency.
- D. The Contractor shall collect all scrap material placed in bins by participating State Agency staff at each of the designated locations.
- E. The Contractor shall weigh each load of scrap metal on a certified public scale under the supervision of a licensed weighmaster within 24 hours of removal. A copy of each certified scale weight ticket shall be retained by the Contractor and must be available for audit purposes for the length of the contract plus an additional three (3) years.
- F. The Contractor shall recycle (or sell for reuse) all scrap metal that is collected from the participating State Agencies.
- G. The Contractor shall perform services during the State Agency's regular business hours, generally between the hours of 7:30 A.M. and 3:30 P.M., Monday through Friday. The Contractor will not perform services on the weekend or holidays or if the State Agency office is closed.
- H. The Contractor shall maintain all vehicles to ensure compliance with all Federal, State and local laws and regulations.

Task 3: The Contractor shall provide monthly electronic tonnage reports.

- A. The Contractor shall provide the CalRecycle Contract Manager with Monthly Tonnage Reports, a summary of collection activities, in an electronic MS Excel file on a monthly basis for the term of this Agreement.
- B. The Contractor shall transmit the electronic monthly tonnage reports by e-mail (as an attached MS Excel spreadsheet) to the CalRecycle Contract Manager and participating State Agencies no later than the 15th of the following month (e.g. the report for September shall be received by October 15th).
- C. The Contractor's electronic monthly reports must, at a minimum, provide a Tonnage Report or summary of all of the prior month's scrap metal collected from State Agencies participating in the Agreement, including, but not limited to:
 - 1. The pounds/tons of scrap metal collected at each participating State Agency facility or location;
 - 2. The date scrap metal was picked-up;
 - 3. State Facility address where metal was generated or collected. This also applies to any State Agency dropping off scrap metal at the recycler;
 - 4. The weight ticket number associated with the scrap metal picked-up at each site;
 - 5. The number and type of container(s) (example: one 40-yard bin) and the scrap grade (such as: misc. sheet metal; tin; aluminum guardrails etc.);
 - 6. Monthly price paid per ton to CalRecycle for recycled/reused scrap metal;
 - 7. Price to be paid to CalRecycle per weight ticket;
 - 8. Total monthly pounds/tons and total amount of revenue to be paid to CalRecycle; and.
 - 9. If a load is reduced by weight, an explanation and picture of load must be attached to the weight ticket.

Task 4: Meetings

- A. The Contractor shall meet with the CalRecycle Contract Manager on an as-needed basis.
 - 1. The meetings will allow the Contractor and the CalRecycle Contract Manager to discuss performance matters related to the Agreement, including but not limited to service concerns, re-occurring customer service issues, container placement, timing of collections, and service locations.
 - 2. All meetings will occur during regular business hours. The meeting time will be agreed upon by both CalRecycle Contract Manager and the Contractor. All meetings will be teleconference calls or at CalRecycle's office located at 1001 I Street, Sacramento, CA, unless otherwise agreed upon. The CalRecycle Contract Manager will prepare an agenda prior to the meetings and provide it to the Contractor.

3. The Contractor shall provide information requested on the agenda, as well as an update on issues discussed in prior meetings, if applicable.
 4. The Contractor shall be prepared to discuss any logistical or administrative issues that need remedies.
 5. Additional discussions or correspondence will occur on an as needed basis via telephone, and followed up with an e-mail to the CalRecycle Contract Manager.
- B. If requested by a Caltrans District Representative, the Contractor shall meet with them and will inform the CalRecycle Contract Manager prior to the meeting's occurrence.
- C. CalRecycle reserves the right to inspect the contents of the metal collection bins with appropriate prior notice.

Task 5: Security Clearance

- A. Certain State Agencies, e.g., the Department of Justice, require a security clearance to access their facility. Under the current contract there are no Agencies that require a security clearance; however, in the event such an agency becomes a "pick-up" site under this contract, the Contractor and/or employees who require access to the state facility, must pass a security/background clearance as required by the Agency.
- B. The following is provided only as an example of a clearance process; the actual process may require more or less information and fingerprinting:
1. In the event a security clearance is required a name search will be done through the State of California and federal criminal history systems. In order to facilitate the completion of the name search process, the successful bidder and/or each employee of the successful bidder who is to have access to the facility will be required to provide the following information.
 - a. Name;
 - b. Aliases;
 - c. Date of birth;
 - d. Place of birth;
 - e. Sex;
 - f. Race;
 - g. Height;
 - h. Weight;
 - i. Driver's license number; and
 - j. Color hair and eyes.

Location of Services

PICK-UP LOCATIONS FOR LOS ANGELES, VENTURA, AND ORANGE COUNTIES

The Contractor shall collect scrap metal from the following pick-up locations in Los Angeles, Ventura and Orange Counties.

Additional State Facilities may be added by mutual agreement between CalRecycle Contract Manager and the Contractor. Existing locations, as identified below, may be deleted by the Contractor only with prior permission from Caltrans District Representative and CalRecycle Contract Manager.

Scrap Metal Pick Up and Recycling Locations for Caltrans Districts 7 & 12

Name	Address	City	Zip
Los Angeles County- District 7			
Altadena Highway Maintenance	2122 North Windsor	Altadena	91011
Bellflower Highway Maintenance	10147 Flora Vista Street	Bellflower	90701
Burbank Electric Division	524 S. Flower St	Burbank	91504
Central Bandini Highway Maintenance	7300 East Bandini Blvd.	Commerce	90040
Florence Highway Maintenance	10903 Florence Avenue	Downey	90241
East LA Highway Maintenance	4425 E. 3rd Street	Los Angeles	90022
San Fernando Highway Maintenance	11930 Blucher Street	Granada Hills	91344
Lancaster Highway Maintenance	44023 Sierra Highway	Lancaster	93534
Willow Street Electric Crew	5510 Willow Street	Long Beach	90815
Long Beach Highway Maintenance	22101 Santa Fe Ave.	Long Beach	90810
Century /South Region Highway Maintenance	5360 W. Imperial Highway	Los Angeles	90245
Hollywood Highway Maintenance	609 Heliotrope Dr.	Los Angeles	90004
Westdale Highway Maintenance	2723 S. Sepulveda Blvd	Los Angeles	90064
Material/Transportation Laboratory	1616 S. Maple Street	Los Angeles	90007
Silver Lake Highway Maintenance	2187 Riverside Drive	Los Angeles	90039
Alameda Highway Maintenance	1740 East 15th Street	Los Angeles	90021
Foothill Monrovia Highway Maintenance	850 E. Huntington Drive	Monrovia	91016
Newhall Highway Maintenance	23922 San Fernando Road	Newhall	91321
Equipment Repair Service Center	5421 Vineland Ave	N. Hollywood	91601
North Hollywood Highway Maintenance	11210 Moorpark Street	N. Hollywood	91602
Caltrans Pomona Electrical	2650 S. Garey Ave	Pomona	91766
Rosemead Highway Maintenance	9153 Lower Azusa Road	Rosemead	91770
Sylmar Equipment Shop	13204 Golden State Rd	Sylmar	91342
Torrance Maintenance Station	18101 Bailey Drive	Torrance	90504
North Region Highway Maintenance	28820 N. The Old Road	Valencia	91355
Diamond Bar Highway Maintenance	21420 Golden Springs Rd.	Diamond Bar	91770

Whittier Highway Maintenance	1940 S. Workman Mill Rd	Whittier	90601
Ventura County – District 7			
Camarillo Highway Maintenance	4821 Adhor Lane	Camarillo	93123
Fillmore Highway Maintenance	1261 Ventura Street	Fillmore	93015
Mission Hills (Antelope Valley) Sign Crew	15603 Chatsworth	Mission Hills	91345
Moorpark Highway Maintenance	626 Fitch Avenue	Moorpark	93021
Ojai Highway Maintenance	1116 Maricopa Hwy.	Ojai	92023
Tarzana Highway Maintenance Station	5660 Reseda Blvd.	Tarzana	91356
Ventura Highway Maintenance	301 W. Front Street	Ventura	93001
Orange County – District 12			
Batavia Highway Maintenance	1808 Batavia	Orange	92865
Stanton Highway Maintenance	8122 Katella Avenue	Stanton	91356
Orange Highway Maintenance	691 S. Tustin	Orange	92665
Bolsa Chica Highway Maintenance	13072 Bolsa Chica Rd	Westminster	92683
Toll Road Highway Maintenance	6685 Marine Way	Irvine	92618
Brea Highway Maintenance	13571 Central Ave	Brea	92821
San Juan Capistrano Highway Maintenance	32941 Camino Capistrano	San Juan Capistrano	92675
San Juan Capistrano Highway Maintenance	32941 Camino Capistrano	San Juan Capistrano	92675
Costa Mesa Highway Maintenance	1090 S. Bristol Ave	Costa Mesa	92626

Contract/Task Time Frame

On October 1, 2016, the Contractor shall commence fulfilling all tasks as required for the recycling of scrap metal for the State Agencies listed above and shall continue to do so for the duration of the 24-month contract period.

Control of Work

1. CalRecycle Contract Manager has the authority to determine the quality and acceptability of the following:
 - Work to be performed
 - Rate and progress of the work
 - Fulfillment of the services provided by the Contractor
 - Compensation for services provided by the Contractor

These decisions will be deemed final and enforceable by CalRecycle Contract Manager when the Contractor fails to complete orders required by this Agreement.

2. The Contractor will designate a Project Manager who holds the following authority:

- Act as the Contractor's Representative for work to be provided under this Agreement
- Act as the Contractor's Representative regarding contractual matters relating to this Agreement

If during the course of the Agreement, it is deemed necessary to replace the Project Manager, CalRecycle Contract Manager approval is required.

Section VI Definition and Terms

General

Unless the context otherwise requires, wherever in this IFB or addenda, the following abbreviations and terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as provided in this Section.

Working titles having a masculine gender, such as “draftsman” and “journeyman” and the pronoun “he”, are utilized in these provisions for the sake of brevity, and are intended to refer to persons of either sex.

Abbreviations

ADA	Americans with Disabilities Act
CAL EPA	California Environmental Protection Agency
CALRECYCLE	Department of Resources Recycling and Recovery
CCR	California Code of Regulations
DVBE	Disabled Veteran Business Enterprise
EPA	Environmental Protection Agency (Federal Government)
GC	Government Code
PCC	Public Contract Code
IFB	Invitation for Bid
SB	Small Business
SOW	Scope of Work
OSDS	The Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS)

Agreement

The written agreement covering performance of the work and furnishing of labor, materials, tools, and equipment in providing the work. The Agreement shall include the IFB, Bid, general and specific terms and conditions, Work Orders, and supplemental agreements which may be required to complete the work in a substantial and acceptable manner.

Cal EPA

The California Environmental Protection Agency

CalRecycle

Department of Resources Recycling and Recovery

CalRecycle Staff

Staff of the CalRecycle involved in the implementation of this contract or representatives of Consultant to CalRecycle as designated in the Work Orders.

Consultant

The person or persons, firm, partnership, corporation, or combination thereof, which may enter into this Agreement with CalRecycle to provide work pursuant to this IFB or his or their legal representatives

Contract

A legally binding agreement between the state & another entity, public or private, for the provision of goods or services

Contract Manager

A person designated by the responsible state agency or department to manage performance under a contract.

Contractor

A party contracting with the awarding agency. Vendor is often used synonymously with contractor.

Director

The Director of CalRecycle, or his/her designees. Any references to Executive Officer shall mean the Director and/or designated officer.

Disabled Veteran Business Enterprise (DVBE Certified)

A business that meets all of the following criteria: (1) at least 51% of the business is owned by one or more disabled veterans or, in a business whose stock is publicly held, at least 51% or more of the stockholders are disabled veterans (2) the management and control of the business are exercised by one or more disabled veterans; (3) the business is domestically owned and its home office is in the United States; and (4) the business has been certified as a DVBE by the State of California, Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS).

Legal Holiday

Those days designated as State holidays in the Government Code.

Project Manager

Contractor's representative for all work performed under this Agreement. All official correspondence, reports, submittals, billings, and other work done under this Agreement shall be reviewed and signed by the Project Manager prior to submittal to CalRecycle.

Scope of Work

The description of work required of a contractor by the awarding agency.

Small Business (Certified)

A business that has been certified by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS), as a small business as defined in GC 14837 and 2 CCR 1896.

State

The State of California.

State Contract Law

The Public Contract Code and other applicable laws that form and constitute a part of the provisions of this Agreement to the same extent as if set forth herein in full.

Subcontractor

A person or entity which contracts with the Contractor to perform all or a portion of the work as specified in the Scope of Work.

Attachments

**Cost Submittal Sheet
(Revenue Contract)**

**Scrap Metal Pick-Up and Recycling for
Los Angeles, Ventura and Orange Counties
DRR16040**

The table below provides American Metals Market (AMM) quotes for the first reporting day of each month during a 12 month period from July 2015 to June 2016. The purpose of this information is to provide **guidance** to the bidder.

Application of the Monthly Rate shall be based on the date and time the collected material crosses the scale(s) at the facility.

July 2015 to June 2016: First Day of Month for AMM Reporting	#2 Ferrous Bundles Rate Per Ton; Export Pricing; Port of Los Angeles
7/2/2015	\$ 85.00
8/3/2015	\$ 65.00
9/3/2015	\$ 65.00
10/1/2015	\$ 55.00
11/1/2015	\$ 45.00
12/2/2016	\$ 45.00
1/1/2016	\$ 40.00
2/1/2016	\$ 40.00
3/2/2016	\$ 60.00
4/1/2016	\$ 90.00
5/3/2016	\$ 110.00
6/1/2016	\$ 65.00
Monthly Average	\$ 63.75

**Bid Submittal Sheet
(Revenue Contract)**

**Scrap Metal Pick-Up and Recycling for
Los Angeles, Ventura and Orange Counties
DRR16040**

Complete this form and submit the original in accordance with the requirements of this IFB.

The prices quoted in this form shall accurately reflect the cost of all goods and services rendered per the terms of the "Scope of Work" of this IFB, including all costs to complete the work within the intent of the Agreement.

Contractor/Company Name: _____

The highest percentage bid will determine the high bid for this solicitation. If accepted, this Percentage Bid would be multiplied by the Monthly Rate, which is the price at Port of Los Angeles for export of #2 Bundles of Ferrous Scrap on the first reporting day of the month, as quoted by American Metal Market (AMM). The product of the Percentage Bid and the Monthly Rate will be multiplied by the tons of metal collected to determine the monthly payment to CalRecycle.

The chart below requires the contractor to list a percentage bid for all materials collected pursuant to this IFB and Agreement, whether ferrous or nonferrous. The # 2 Bundles of Ferrous Scrap is used in the Agreement as a standard only. It is not necessarily descriptive of the scrap metal which will be collected and recycled per this IFB and Agreement. **No bids charging a fee will be accepted.**

Material	Contractors Competitive Percent (%) (This will determine winning bid.)	#2 Ferrous Bundles Rate Per Ton; Export Pricing; Los Angeles Port	Revenue Per Ton Payment using June 2016 AMM Report. (Each Month is Calculated using AMM Report)
#2 Ferrous Bundles Rate Per Ton	FILL IN BID % HERE: <div style="background-color: #cccccc; width: 100px; height: 15px; margin: 5px 0;"></div> Required		
EXAMPLE:	Bid of 90% per ton	AMM Value on 6/1/2016 is \$65.00/ton	.90 x \$65/ton = \$58.50/ton (If a contractor collected scrap metal at the listed sites on June 1, 2016, it would pay \$58.50/ton to CalRecycle for transactions in June 2016.)

Acknowledgement/Authorization

The undersigned acknowledges the submittal of this Bid constitutes an irrevocable offer for a ninety (90) day period for CalRecycle to award an Agreement. Additional acknowledgement is made of receipt of all competitive documents, including Addenda, relating to this Agreement.

The undersigned acknowledges that the Bidder has read all of the requirements set forth in CalRecycle documents and will comply with said provisions.

The undersigned hereby authorizes and requests any person, firm, agency, or corporation to furnish any information requested by CalRecycle in verification of the recitals comprising this Bid and also hereby authorizes CalRecycle to contact such persons, firms, etc., in order to obtain information regarding the undersigned.

The undersigned acknowledges that there are no potential conflicts of interest, as defined in Public Contract Code (PCC) 10410, 10411, and Government Code (GC) 87100, by the submitting firm and/or any subcontractors listed in the Bid.

I declare under penalty of perjury that the foregoing is true and correct.

Name & Title of Authorized
Representative:

Contractor Name:

Address:

Telephone #:

City, State Zip:

Email:

Signature of Authorized
Representative:

Date Signed:

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Bidder Declaration

State of California—Department of General Services,
Procurement Division GSPD-05-105 (EST 8/09)

Solicitation Number _____

BIDDER DECLARATION

Prime bidder information (**Review attached Bidder Declaration Instructions prior to completion of this form**):

- a. Identify current California certification(s) (**MB, SB, NVSA, DVBE**): _____ or None _____
- b. Will subcontractors be used for this contract? **Yes** _____ **No** _____ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

- c. If you are a California certified DVBE:
- (1) Are you a broker or agent? **Yes** _____ **No** _____
- (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** _____ **No** _____ **N/A** _____

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct

Page _____ of _____

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

- 1.a.** Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Small Business Nonprofit Veteran Service Agency (SB/NVSA)
- Disabled Veteran Business Enterprise (DVBE)

- 1.b.** Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No," proceed to Item #1.c. If "Yes," enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, SB/NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999(e)(2)(A) for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses. For questions regarding commercially useful function determinations made in conjunction with certification approval, contact the Department of General Services, Procurement Division, Office of Small Business and DVBE Certification (OSDC), OSDC Certification and Compliance Unit via email at: osdchelp@dgs.ca.gov

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

- 1.c.** This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No." The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark "N/A" for "not applicable."

- 2.** If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page _____ of _____" on the form.
If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page of _____" accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on the OSDC website (www.pd.dgs.ca.gov/smbus) that it is still valid and list all current certifications here. Otherwise, enter "None." [Note: A SB/NVSA should not be participating as a subcontractor]

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, and/or DVBE status
- Is **not** listed on the OSDC website as ineligible to transact business with the State

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "**N/A**" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "**Yes**" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "**No**" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page _____ of _____" accordingly.

Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) Subcontractor Payment Certification

As Contractor of record for the Department of Resources Recycling and Recovery, Contract number _____, I certify, in accordance with Government Code 14841 and Military and Veteran Code § 999.5, that pursuant to the terms and conditions of the contract, all payments have been made to the SB or DVBE firm(s) listed below for commodities or services rendered as the SB or DVBE subcontractor(s) of record. I understand certification must be made to the Department of Resources Recycling and Recovery within 60 days of receiving final payment under this Agreement. I further understand and acknowledge that falsification of this Certification may result in the imposition of civil or criminal penalties for not less than \$2,500 or more than \$25,000 for each violation.

Please copy this form to include as many SB or DVBE firms as necessary. Authorized signatures and information are required on each separately submitted form. Return to: Department of Resources Recycling and Recovery, Contracts Unit- MS 19-A, Attn: Colleen Rubens, SB/DVBE Advocate, P.O. Box 4025, Sacramento, CA 95812-4025

SB/MB/DVBE SUBCONTRACTOR INFORMATION

Contract Firm Name			
Name of Firm Representative			
Title			
	Phone:	Fax:	
Firm Address	Street:		
	City:	State:	Zip:
Contract Number			
Total Amount Received Under this Contract	\$	Date Final Payment Received:	/ /

SB/DVBE SUBCONTRACTOR INFORMATION

SB/DVBE Subcontractor	Street Address	City	State	Zip	Amount Paid	Participation Achieved
						%
						%
						%
						%

Printed Name		Signature:	
Title:		Report Date:	

Darfur Contracting Act

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

1. _____ We do not currently have, or we have not had within the previous
Initials three years, business activities or other operations outside of the United States.

OR

2. _____ We are a scrutinized company as defined in Public Contract Code
Initials section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

OR

3. _____ We currently have, or we have had within the previous three years,
Initials business activities or other operations outside of the United States,
+ certification but we certify below that we are not a scrutinized company
below as defined in Public Contract Code section 10476.

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

Proposer/Bidder Firm Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	Executed in the County and State of	

YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH # 1 OR # 2 INITIALED OR PARAGRAPH # 3 INITIALED AND CERTIFIED.

Contractor Status Form

Contractor's Name: _____ County: _____

Address: _____ Phone Number: _____

Federal Employer Identification Number: _____ Fax Number: _____

STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS

☐ Individual ☐ Limited Partnership ☐ General Partnership ☐ Corporation ☐ Other

If Individual or sole proprietorship, state the true name of sole proprietor: _____

If a Limited or General Partnership, list each partner and state their true name and interest in the partnership:

If a Corporation, state place and date of incorporation: _____

President: _____ Vice President: _____

Secretary: _____ Treasurer: _____

Other Officer: _____ Other Officer: _____

Provide explanation if claiming Other:

SMALL BUSINESS PREFERENCE

Are you claiming preference for small/micro business?

☐ YES – Attach approval letter from Office of Small Business Certification and Resources
☐ NO

Are you claiming preference for DVBE?

☐ YES – Attach approval letter from Office of Small Business Certification and Resources
☐ NO

NOTE: THIS FORM MUST BE COMPLETED OR YOUR BID MAY BE REJECTED

Client References

List at least three (3) client references that can attest to the Bidder's qualifications to fulfill the requirements of the Scope of Work. List the most recent first. Client references must also be provided for any subcontractors identified in the Bidder's response. Duplicate and attach additional pages as necessary.

BIDDER / SUBCONTRACTOR'S NAME:**REFERENCE 1**

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Cost of Service

Brief Description of Service Provided

REFERENCE 2

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Cost of Service

Brief Description of Service Provided

REFERENCE 3

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Cost of Service

Brief Description of Service Provided

If three references cannot be provided, explain why:

Draft Standard Agreement (STD 213)

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER

DRR16040

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Resources Recycling and Recovery (CalRecycle)

CONTRACTOR'S NAME

(Contractor)

2. The term of this Agreement is: October 1, 2016 through September 30, 2018 (with the option to extend to September 30, 2019)
 Or upon DGS approval, whichever is later

3. The maximum \$ Revenue
 of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work X page(s)

Exhibit B – Budget Detail and Payment Provisions X page(s)

Exhibit C* – General Terms and Conditions GTC 610

Exhibit D – Special Terms and Conditions X page(s)

Attachment 1 – Recycled Content Certification X page(s)

Exhibit E** – Invitation for Bid (IFB), DRR16040 X page(s)

Exhibit F** – Proposal from <Business> in response to Invitation for Bid (IFB), DRR16040 X page(s)

Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx

Items shown with double Asterisks (**) are hereby incorporated by reference and made part of this agreement as if attached hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

Department of Resources Recycling and Recovery

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Tiffany Donohue, Administrative Services Branch Chief

ADDRESS

1001 I Street, Sacramento, CA 95814

**California Department of
 General Services Use Only**

☐ Exempt

EXHIBIT A**SCOPE OF WORK**

1. The Contractor agrees to provide the Department of Resources Recycling and Recovery (CalRecycle), with recycling services as described herein.
2. The Project Coordinators during the term of this Agreement will be:

CalRecycle Contract Manager**<<Contractor>>**

Name: Sue Ingle
 Phone: (916) 341-6518
 Fax: (916) 319-7443
 Email: sue.ingle@calrecycle.ca.gov

Name: <<Contractor Project Manager>>
 Phone: (XXX) XXX-XXXX
 Fax: (916) XXX-XXXX
 Email: TBD

Direct all Agreement inquiries to:

CalRecycle Contract Analyst**<<Contractor>>****Contracts Unit**

Attention: When Kwon
 Address: 1001 I St., MS 19-A
 Sacramento, CA 95814
 Phone: (916) 341-6242
 Fax: (916) 319-7852
 Email: when.kwon@calrecycle.ca.gov

Attention: <<Contractor Contact Name>>
 Address: <<Contractor Street Address
 <<Contractor City, ST, zip>>
 Phone: (XXX) XXX-XXXX
 Fax: (XXX) XXX-XXXX
 Email: TBD

3. Statement of Work.

I. WORK TO BE PERFORMED

- A. The Contractor shall furnish all labor, tools, materials, and equipment (including various sizes of containers sufficient to meet the needs of each location), for the storage, pickup, and recycling/reuse of scrap metal from each participating State Agency. The Contractor will leave at least one bin at each location at all times.
- B. The Contractor shall collect and recycle, either through reuse or sale for reuse, scrap metal from participating State Agency locations, and will provide electronic records and weight tickets for the scrap metal collected at each participating State Agency to the Department of Resources Recycling and Recovery (CalRecycle) and to the participating State Agency. The Contractor will respond within two (2) business days when notified by a participating State Agency to collect scrap metal.

II. TASKS IDENTIFIED

Task 1: The Contractor shall provide appropriate containers.

- A. Various sized containers, as appropriate for each location, to store recyclable scrap metal at designated participating State Agencies. A minimum of one (1) bin must remain at each location at all times.
- B. A scrap metal recycling bin of the appropriate size for each location as designated by each participating State Agency Site Representative. It is the responsibility of staff for each participating State Agency to place the scrap metal into the containers provided by the Contractor.

- C. The containers must be clearly labeled “Recyclable Metal Only.” The Contractor shall provide additional containers, as needed, at no additional cost to the participating State Agency.
- D. Participating State Agencies may request the Contractor to make exchanges for either smaller or larger capacity scrap metal containers, as required, in any of the designated locations as described. The Contractor shall exchange the container within three days of the request.
- E. The Contractor shall be responsible for the maintenance of all scrap metal recycling containers. Rainproof covers/tarps must be provided for rain events (typically the season from November 1 to April 30) at no additional cost to CalRecycle or participating State Agencies.
- F. The scrap metal recycling containers must remain at each participating State Agency location during the entire term of this Agreement. As noted in Task 2, Paragraph B, below, the Contractor shall replace full containers with empty containers during collection. If the pick-up location no longer needs the recycling service, the requested container(s) may be removed with prior permission from the Caltrans District Representative and the CalRecycle Contract Manager.
- G. It is the responsibility of staff for each participating State Agency to place the scrap metal into the containers provided by the Contractor.

Task 2: Contractor shall remove and/or pick-up and recycle scrap metal from all the pick-up locations specified below under “PICK-UP LOCATIONS FOR LOS ANGELES, VENTURA AND ORANGE COUNTIES”.

- A. Contractor shall be solely responsible for removing all scrap metal after it has been placed in the bins for pick-up by participating State Agency staff. Participating State Agency staff will not assist the Contractor with scrap metal removal once it is in the bins, and neither CalRecycle nor the participating State Agency will be held liable for any injuries sustained by the Contractor’s staff during removal/pick-up and recycling of scrap metal. All sorting and/or cutting of scrap metal to size shall be the responsibility of the Contractor.
- B. The containers must remain on-site until they are ready for collection by the Contractor. A State Agency Site Representative or designee will verbally notify the Contractor when the containers are $\frac{3}{4}$ full or greater, and ready for removal by the Contractor.
- C. The Contractor shall remove accumulated scrap metal within two (2) business days of the verbal notification. The minimum pick-up will be one (1) 15-cubic-yard container, unless the Contractor agrees to accept a lesser quantity from a participating State Agency.
- D. The Contractor shall collect all scrap material placed in bins by participating State Agency staff at each of the designated locations.
- E. The Contractor shall weigh each load of scrap metal on a certified public scale under the supervision of a licensed weighmaster within 24 hours of removal. A copy of each certified scale weight ticket shall be retained by the Contractor and must be available for audit purposes for the length of the contract plus an additional three (3) years.
- F. The Contractor shall recycle (or sell for reuse) all scrap metal that is collected from the participating State Agencies.

- G. The Contractor shall perform services during the State Agency's regular business hours, generally between the hours of 7:30 A.M. and 3:30 P.M., Monday through Friday. The Contractor will not perform services on the weekend or holidays or if the State Agency office is closed.
- H. The Contractor shall maintain all vehicles to ensure compliance with all Federal, State and local laws and regulations.

Task 3: The Contractor shall provide monthly electronic tonnage reports.

- A. The Contractor shall provide the CalRecycle Contract Manager with Monthly Tonnage Reports, a summary of collection activities in an electronic MS Excel file, and copies of weight tickets on a monthly basis for the term of this agreement.
- B. The Contractor shall transmit the electronic monthly tonnage reports by e-mail (as an attached MS Excel spreadsheet) to the CalRecycle Contract Manager and participating State Agencies no later than the 15th of the following month (e.g. the report for September shall be received by October 15th).
- C. The Contractor's electronic monthly reports must, at a minimum, provide a Tonnage Report or summary of all of the prior month's scrap metal collected from State Agencies participating in the contract, including, but not limited to:
 - 1. The pounds/tons of scrap metal collected at each participating State Agency facility or location.
 - 2. The date scrap metal was picked-up.
 - 3. State Facility address where metal was generated or collected. This also applies to any State Agency dropping off scrap metal at the recycler.
 - 4. The weight ticket number associated with the scrap metal picked-up at each site.
 - 5. The number and type of container(s) (example: one 40-yard bin) and the metal type or scrap grade (such as: misc. sheet metal; tin; aluminum, steel etc.).
 - 6. Monthly price paid per ton to CalRecycle for recycled/reused scrap metal.
 - 7. Price to be paid to CalRecycle per weight ticket.
 - 8. Total monthly pounds/tons and total amount of revenue to be paid to CalRecycle.
 - 9. If a load is reduced by weight, an explanation and picture of load must be attached to the weight ticket.

Task 4: Meetings

- A. The Contractor shall meet with the CalRecycle Contract Manager on an as-needed basis.
 - 1. The meetings will allow the Contractor and the CalRecycle Contract Manager to discuss performance matters related to the Agreement, including but not limited to service concerns, re-occurring customer service issues, container placement, timing of collections, and service locations.
 - 2. All meetings will occur during regular business hours. The meeting time will be agreed upon by both CalRecycle Contract Manager and the Contractor. All meetings will be teleconference calls or at CalRecycle's office located at 1001 I Street, Sacramento, CA, unless otherwise agreed upon. The CalRecycle Contract Manager will prepare an agenda prior to the meetings and provide it to the Contractor.

3. The Contractor shall provide information requested on the agenda, as well as an update on issues discussed in prior meetings, if applicable.
 4. The Contractor shall be prepared to discuss any logistical or administrative issues that need remedies.
 5. Additional discussions or correspondence will occur on an as needed basis via telephone, and followed up with an e-mail to the CalRecycle Contract Manager.
- B. If requested by a Caltrans District Representative, the Contractor shall meet with them and will inform the CalRecycle Contract Manager prior to the meeting's occurrence.
- C. CalRecycle reserves the right to inspect the contents of the metal collection bins with appropriate prior notice.

Task 5: Security Clearance

- A. Certain State Agencies, e.g., the Department of Justice, require a security clearance to access their facility. Under the current contract there are no Agencies that require a security clearance; however, in the event such an agency becomes a "pick-up" site under this contract, the Contractor and/or employees who require access to the state facility, must pass a security/background clearance as required by the Agency.
- B. The following is provided only as an example of a clearance process; the actual process may require more or less information and fingerprinting:
1. In the event a security clearance is required a name search will be done through the State of California and federal criminal history systems. In order to facilitate the completion of the name search process, the successful bidder and/or each employee of the successful bidder who is to have access to the facility will be required to provide the following information.
 - a. Name;
 - b. Aliases;
 - c. Date of birth;
 - d. Place of birth;
 - e. Sex;
 - f. Race;
 - g. Height;
 - h. Weight;
 - i. Driver's license number; and
 - j. Color hair and eyes.

III. PICK-UP LOCATIONS FOR LOS ANGELES, VENTURA AND ORANGE COUNTIES:

The Contractor shall collect scrap metal from the following pick-up locations in Los Angeles, Ventura and Orange Counties.

Additional State Facilities may be added by mutual agreement between CalRecycle Contract Manager and the Contractor. Existing locations as identified below may be deleted by the Contractor only with prior permission from Caltrans District Representative and CalRecycle Contract Manager.

NAME	Address	City	Zip
Los Angeles County- District 7			
Altadena Highway Maintenance	2122 North Windsor	Altadena	91011
Bellflower Highway Maintenance	10147 Flora Vista Street	Bellflower	90701
Burbank Electric Division	524 S. Flower St	Burbank	91504
Central Bandini Highway Maintenance	7300 East Bandini Blvd.	Commerce	90040
Florence Highway Maintenance	10903 Florence Avenue	Downey	90241
East LA Highway Maintenance	4425 E. 3rd Street	Los Angeles	90022
San Fernando Highway Maintenance	11930 Blucher Street	Granada Hills	91344
Lancaster Highway Maintenance	44023 Sierra Highway	Lancaster	93534
Willow Street Electric Crew	5510 Willow Street	Long Beach	90815
Long Beach Highway Maintenance	22101 Santa Fe Ave.	Long Beach	90810
Century and South Region Highway Maintenance	5360 W. Imperial Highway	Los Angeles	90245
Hollywood Highway Maintenance	609 Heliotrope Dr.	Los Angeles	90004
Westdale Highway Maintenance	2723 S. Sepulveda Blvd	Los Angeles	90064
Humphreys Street Maintenance	102 S. Humphreys Ave	Los Angeles	90022
Material/Transportation Laboratory	1616 S. Maple Street	Los Angeles	90007
Mission Hills (Antelope Valley) Sign Crew	15603 Chatsworth	Mission Hills	91345
Silver Lake Highway Maintenance	2187 Riverside Drive	Los Angeles	90039
Alameda Highway Maintenance	1740 East 15th Street	Los Angeles	90021
Foothill Monrovia Highway Maintenance	850 E. Huntington Drive	Monrovia	91016
Newhall Highway Maintenance	23922 San Fernando Road	Newhall	91321
North Hollywood Highway Maintenance	11210 Moorpark Street	North Hollywood	91602
Caltrans Pomona Electrical	2650 S. Garey Ave	Pomona	91766
Rosemead Highway Maintenance	9153 Lower Azusa Road	Rosemead	91770
Silmar Equipment Shop	13204 Golden State Rd	Sylmar	91342
Torrance Maintenance Station	18101 Bailey Drive	Torrance	90504
North Region Highway Maintenance	28820 N. The Old Road	Valencia	91355
Diamond Bar Highway Maintenance	21420 Golden Springs Road	Diamond Bar	91770
Whittier Highway Maintenance & East Region Office	1940 S. Workman Mill Road	Whittier	90601
Ventura County – District 7			
Camarillo Highway Maintenance	4821 Adhor Lane	Camarillo	93123
Fillmore Highway Maintenance	1261 Ventura Street	Fillmore	93015
Moorpark Highway Maintenance	626 Fitch Avenue	Moorpark	93021
Ojai Highway Maintenance	1116 Maricopa Hwy.	Ojai	92023

Tarzana Highway Maintenance Station	5660 Reseda Blvd.	Tarzana	91356
Ventura Highway Maintenance	301 W. Front Street	Ventura	93001
Orange County – District 12			
Batavia Highway Maintenance(Shop 34112)	1808 Batavia	Orange	92865
Stanton Highway Maintenance(Shop 34116)	8122 Katella Avenue	Stanton	91356
Orange Highway Maintenance(Shop 34000)	691 S. Tustin	Orange	92665
Bolsa Chica Highway Maintenance(Shop 34116)	13072 Bolsa Chica Rd	Westminster	92683
Toll Road Highway Maintenance(Shop 34119)	6685 Marine Way	Irvine	92618
Brea Highway Maintenance(Shop 34114)	13571 Central Ave	Brea	92821
San Juan Capistrano Highway Maintenance(Shop 34115)	32941 Camino Capistrano	San Juan Capistrano	92675
Costa Mesa Highway Maintenance(Shop 34113)	1090 S. Bristol Ave	Costa Mesa	92626

IV. CONTRACT/TASK TIME FRAME

On October 1, 2016, the Contractor shall commence fulfilling all tasks as required for the recycling of scrap metal for the State Agencies listed above and shall continue to do so for the duration of the 24-month contract period.

EXHIBIT B**BUDGET DETAIL AND PAYMENT PROVISIONS****1. INSTRUCTIONS FOR SUBMITTAL OF MONTHLY PAYMENTS AND TONNAGE REPORTS**

A. Instructions for Submittal of Payment: The Contractor will pay CalRecycle the amount owed according to the Cost Breakdown formula (#2, Cost Breakdown), for scrap metal collected during the previous month on or before the 15th day of the month. The payment is timely if postmarked on or before the 15th day of each month due, or if hand delivered by 5:00 p.m., on or before the 15th day of the month. All checks will be made payable to the CalRecycle's Project Recycle Fund. If the payment is not timely, CalRecycle may terminate the contact.

B. All payments will be mailed or hand delivered to:

Accounts Payable
Department of Resources Recycling and Recovery (CalRecycle)
Fiscal Services Branch
U.S. Postal Correspondence:
P.O. Box 4025, MS-19A
Sacramento, CA 95812-4025
Federal Express Correspondence:
1001 I Street, MS-19A
Sacramento, CA 95814

In addition, a photo-copy of any payment will be sent to the current CalRecycle Contract Manager by fax and/or e-mail no later than the 15th of the month. At the time of this Agreement implementation, CalRecycle's Contract Manager is:

Sue Ingle, Integrated Waste Management Specialist
FAX: (916) 319-7443
Email: sue.ingle@calrecycle.ca.gov and projectrecycle@calrecycle.ca.gov

C. Instructions for Submittal of Monthly Tonnage Reports: Following the collection of scrap metal, the Contractor must e-mail an electronic copy of each Monthly Tonnage Report no later than the 15th of the month directly to **each** of the following:

Department of Resources Recycling and Recovery (CalRecycle)
Materials Management and Local Assistance (MMLA)
STAR Branch, Organics Management & C&D Unit
Project Recycle, MS 13A
P.O. Box 4025
Sacramento, CA 95812-4025
Attention: Sue Ingle
Phone: (916) 341-6518
Email: sue.ingle@calrecycle.ca.gov and projectrecycle@calrecycle.ca.gov

Department of Transportation District #7 (Los Angeles and Ventura Counties)

100 South Main Street
Los Angeles, CA 90012
Attention: TBD
E-mail: TBD
Phone: TBD

Department of Transportation District #12 (Orange County)

3337 Michelson Drive, CN380
Irvine, CA 92621
Attention: TBD
E-mail: TBD
Phone: TBD

2. COST BREAKDOWN (Revenue Contract): The Contractor's Rate Per Gross Ton for the Collection of Scrap Metal is:

<<INSERT COST SHEET HERE>>

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. **AGENCY LIABILITY:** The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CalRecycle shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties. CalRecycle reserves the right to amend this Agreement through a formal written amendment signed by both parties, for additional time and/or funding.
3. **CALIFORNIA WASTE TIRES:** Unless otherwise provided for in this contract, in the event the Contractor and/or Subcontractor(s) purchases waste tires or waste-tire derived products for the performance of this Agreement, only California waste tires and California waste tire-derived products shall be used. As a condition of payment under this Agreement, the Contractor must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Contract Manager.

All formal notices required by this Agreement must be given in writing and sent by prepaid certified mail, fax, personal delivery or telex.
4. **CONTRACT MANAGEMENT:** The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California. The Contractor may change the designated Project Director, but CalRecycle reserves the right to approve any substitution of the Project Director. Contractor's key personnel may not be substituted without CalRecycle's Contract Manager's prior written approval. CalRecycle may change the Contract Manager by notice given to the Contractor at any time. CalRecycle staff will be permitted to work side by side with the Contractor's staff to the extent and under conditions that may be directed by the Contract Manager. In this connection, CalRecycle's staff will be given access to all required data, working papers, etc. The Contractor will not be permitted to utilize the CalRecycle's staff for the performance of services, which are the responsibility of the Contractor unless the Contract Manager previously agreed to such utilization in writing, and any appropriate adjustment in price is made. No charge will be made to the Contractor for the services of CalRecycle's staff for coordination or monitoring functions.
5. **CONTRACTOR EVALUATIONS:** If this Agreement is for consulting services, CalRecycle will evaluate the Contractor's performance within sixty days of the completion of this Agreement and shall remain on file by CalRecycle for a period of thirty-six months. If the Contractor does not satisfactorily perform the work or service specified in this Agreement, CalRecycle will submit a copy of the negative evaluation to

the Department of General Services (DGS), Office of Legal Services, within five (5) working days of the completion of the evaluation. Upon filing an unsatisfactory evaluation with the DGS, CalRecycle shall notify and send a copy of the evaluation to the Contractor within fifteen days. The Contractor shall have thirty days to prepare and send a written response to CalRecycle and the DGS. CalRecycle and the DGS shall file the Contractor's statement with the evaluation. (PCC §10369).

6. CONFIDENTIALITY/PUBLIC RECORDS: The Contractor and CalRecycle understand that each party may come into possession of information and/or data, which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act, commencing with GC § 6250, or the PCC. CalRecycle agrees not to disclose such information or data furnished by Contractor and to maintain such information or data as confidential when so designated by Contractor in writing at the time it is furnished to CalRecycle, only to the extent that such information or data is exempt from disclosure under the California Public Records Act and the PCC.
7. CONFLICT-FUTURE BIDDING LIMITATION: Pursuant to Public Contracts Code Section 10365.5:
 - (a) No person, firm, or subsidiary therefore who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.
 - (b) Subdivision (a) does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services contract that amounts to no more than ten (10) percent of the total monetary value of the consulting services contract.
 - (c) Subdivisions (a) and (b) do not apply to consulting services contracts subject to Chapter 10 (commencing with Section 4525) of Division 5 of Title 1 of the Government Code.
8. CONSULTING SERVICES: If this Agreement is for consulting services, the Contractor is hereby advised of its duties, obligations and rights under PCC §§10335 through 10381.
9. COPYRIGHTS AND TRADEMARKS: The Contractor shall assign to CalRecycle any and all rights, title and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement, including the right to register for copyright or trademark of such materials. The Contractor shall require that its subcontractors agree that all such materials shall be the property of CalRecycle. Such title will include exclusive copyrights and trademarks in the name of CalRecycle.

For contracts of \$5,000 or more, any document or written report prepared for or under the direction of CalRecycle, shall include a notation on the inside cover as follows:

"Prepared as part of CalRecycle contract number DRR16040, Total Contract Amount \$0.00 (Revenue Contract), pursuant to Government Code Section 7550."
10. DELIVERABLES: All documents and/or reports drafted for publication by or for CalRecycle in accordance with this contract shall adhere to CalRecycle's Contractor Publications Guide at www.calrecycle.ca.gov/Publications/PubGuide/ and shall be reviewed by CalRecycle's Contract Manager in consultation with CalRecycle editor.

11. ENTIRE AGREEMENT: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with the Attachments and/or Exhibits hereto, contains the entire Agreement of the parties.
12. ENVIRONMENTAL JUSTICE: In the performance of this Agreement, the Contractor shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low income populations of the State. (Government Code Section 65040.12(e)).
13. FORCE MAJEURE: Neither CalRecycle nor the Contractor, including the Contractor's subcontractor(s), if any, will be responsible hereunder for any delay, default or nonperformance of this Agreement, to the extent that such delay, default or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, or flood, or any other cause beyond the reasonable control of such party.
14. GRATUITIES: CalRecycle may terminate this Agreement if gratuities were offered or given by the Contractor, or any agent or representative of the Contractor, to any employee of CalRecycle, with a view toward securing a contract or securing favorable treatment with respect to awarding or amending or making a determination with respect to performance of this Agreement.
15. IMPRACTICABILITY OF PERFORMANCE: This Agreement may be suspended or cancelled, without notice at the option of the Contractor, if the Contractor's or CalRecycle premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service or in the event the Contractor is unable to render service as a result of any action by any governmental authority.
16. INSURANCE: When required, the Contractor must provide: 1) a Certificate of Insurance insuring CalRecycle, and/or 2) verification of Worker's Compensation insurance. The Contractor must provide said Certificate of Insurance and/or verification to CalRecycle within ten (10) days after notification of CalRecycle's intent to award the Agreement. The Agreement will not be executed nor can work begin unless said Certificate of Insurance and/or verification is provided to CalRecycle.

The Certificate of Insurance must be in effect and shall include the following terms and conditions:

- (a) CalRecycle, its officers, agents, employees, and servants shall be included as additional insured.
- (b) The dates of inception and expiration of coverage shall be specified.
- (c) A minimum liability coverage of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined shall be specified. The coverage shall not include a deductible feature.
- (d) The insurer will not cancel the insured's coverage without thirty days prior written notice to CalRecycle.
- (e) CalRecycle is not liable for the payment of premiums or assessments on said policy.
- (f) The insurance coverage shall be on an occurrence basis only.

In the event the Certificate of Insurance should expire or be cancelled during the term of this Agreement, the Contractor agrees to provide, at least thirty days prior to said expiration or cancellation, a new Certificate of Insurance evidencing coverage, as provided for herein, for not less than one (1) year or for the remainder of the contractual agreement, whichever is greater. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, CalRecycle may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

17. LIABILITY FOR NONCONFORMING WORK: The Contractor will be fully responsible for ensuring the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CalRecycle, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CalRecycle for any additional expenses incurred to cure such defects.
18. LICENSE OR PERMITS: The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), CalRecycle may, in addition to other remedies it may have, terminate this Agreement upon occurrence of such event.
19. LIQUIDATED DAMAGES: It is the intent of this Contract that individual projects proceed in an uninterrupted manner from the date of commencement until all work contemplated in the Contract/Work Order has been completed. The Contract/Work Order authorized by CalRecycle Staff, and accepted by the Contractor shall include the number of days authorized to complete the project. All parties to the Contract agree that CalRecycle will sustain damage for any day on which the Contractor arbitrarily suspends operations, or fails to prosecute the work. It is and will be impracticable and extremely difficult to ascertain and determine the actual damage which CalRecycle will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to CalRecycle the sum of \$1,000 for each day on which the Contractor fails to perform work in accordance with the approved schedule without the approval of CalRecycle staff. The Contractor agrees to pay said liquidated damages herein provided for, and further agrees that CalRecycle may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract. The Contractor shall not be assessed liquidated damages when the delay in completing the project is caused by the state.
20. OWNERSHIP OF DRAWINGS, PLANS AND SPECIFICATIONS: CalRecycle will have separate and independent ownership of all drawings, design plans, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, data and memoranda of every description or any part thereof, prepared under this Agreement. The originals and all copies thereof will be delivered to CalRecycle upon request. CalRecycle will have the full right to use said originals and copies in any manner when and where it may determine without any claim on the part of the Contractor, its vendors or subcontractors to additional compensation.

21. PATENTS: The Contractor assigns to CalRecycle all rights, title, and interest in and to each invention or discovery that may be capable of being patented, that is conceived of or first actually reduced to practice in the course of or under this Agreement.
22. PUBLICITY AND ACKNOWLEDGEMENT: The Contractor agrees that it will acknowledge CalRecycle's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material.
23. RECYCLED-CONTENT PRODUCT PURCHASING: In the performance of this Agreement, the Contractor shall purchase used and/or recycled-content products as set forth on the back of the Recycled-Content Certification Form (Exhibit D, Attachment 1). For assistance in locating recycled-content products, please search the recycled-content product database available at: www.calrecycle.ca.gov/RCP. If after searching the database, contractors are unable to find the recycled-content products they are looking for, please notify CalRecycle's Contract Manager. All recycled content products purchased or charged/billed to CalRecycle that are printed upon such as promotional items, publications, written materials, and other educational brochures shall have both the total recycled content (TRC) and the post-consumer (PC) content clearly printed on them.

In addition, any written documents such as, publications, letters, brochures, and/or reports shall be printed double-sided on 100% post-consumer (PC) paper. Specific pages containing full-color photographs or other ink-intensive graphics may be printed on photographic paper. The paper should identify the post-consumer recycled content of the paper (i.e., "printed on 100% post-consumer paper"). When applicable, the Contractor shall provide the Contract Manager with an electronic copy of the document and/or report for CalRecycle's uses. When appropriate, only an electronic copy of the document and/or report shall be submitted and no hard copy shall be provided.
24. REMEDIES: Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under the Agreement, at law or in equity, and exercise of one right or remedy will not be deemed a waiver of any other right or remedy.
25. SETTLEMENT OF DISPUTES: In the event of a dispute, the Contractor shall file a "Notice of Dispute" with CalRecycle's Director or his/her designee with ten (10) days of discovery of the problem. Within ten (10) days, the Director or his/her designee shall meet with the Contractor and CalRecycle Contract Manager for the purpose of solving the dispute.
26. STOP WORK NOTICE: Immediately, upon receiving a written notice to stop work, the Contractor shall cease all work under this Agreement.
27. SUBCONTRACTORS: All Subcontractors previously identified in the bid/proposal submitted are considered to be acceptable to CalRecycle. Any change or addition of Subcontractors will be subject to the prior written approval of the Contract Manager or the Director or his/her designee. Upon termination of any Subcontract, the Contractor shall notify the Contract Manager or the Executive Director immediately. If CalRecycle or the Contractor determines that the level of expertise or the services required are beyond that provided by the Contractor or its routine Subcontractors, The Contractor will be required to employ additional Subcontractors. Nothing contained in this Agreement or

otherwise, shall create any contractual relation between CalRecycle and any Subcontractors, and no Subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to CalRecycle for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its Subcontractors is an independent obligation from CalRecycle obligation to make payments to the Contractor. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any Subcontractor.

28. **SUCCESSORS:** The provisions of this Agreement will be binding upon and inure to the benefit of CalRecycle, the Contractor, and their respective successors.
29. **TERMINATION:** CalRecycle shall have the right to terminate this Agreement at its sole discretion at any time upon thirty days written notice given to the Contractor. In the case of early termination, a final payment will be made to the Contractor upon approval by the Contract Manager of a financial report, invoices for costs incurred to date of termination and a written report describing all work performed by the Contractor to date of termination.
30. **UNRELIABLE LIST:** Prior to authorizing a Subcontractor(s) to commence work under this Agreement, the Contractor shall submit to CalRecycle a declaration from the Subcontractor(s), signed under penalty of perjury, stating that within the preceding three years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, have occurred with respect to the subcontractor(s).

Placement of Contractor on CalRecycle Unreliable List anytime after award of this Agreement may be grounds for termination of Agreement. If a Subcontractor is placed on CalRecycle Unreliable List after award of this Agreement, the Contractor may be required to terminate the Subcontract.

31. **WASTE REDUCTION:** In the performance of this Agreement, the Contractor shall take all reasonable steps to ensure that materials purchased or consumed in the course of the project are utilized both effectively and efficiently to minimize the generation of waste. The steps should include, but not necessarily be limited to, the use of reusable products, the use of recyclable and compostable products, discretion in the amount of materials used, the provision of alternatives to disposal for materials consumed, and the practice of other waste reduction measures where feasible and appropriate.

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STATE OF CALIFORNIA
Department of Resources Recycling and Recovery (CalRecycle)
CalRecycle 74C (Rev. 06/10 for Contracts)

Recycled-Content Certification

To be completed by Contractor	
Name of Contractor:	
Contract #:	Work Order #:

☐ Check this box if no products, materials, goods, or supplies were purchased with contract dollars and submit to the CalRecycle Contract Manager.

This form to be completed by contractor. The form must be completed and returned to CalRecycle with a row completed for each product purchased with contract dollars. Attach additional sheets if necessary. Information must be included, even if the product does not contain recycled-content material. Product labels, catalog/website descriptions, or bid specifications may be attached to this form as a method of providing that information. Add additional rows as needed.

Contractor's Name _____ Date _____
Address _____ Phone _____
Fax _____ E-mail _____ Web site _____

Product Manufacturer	Product Description / Brand	Purchase Amount (\$)	¹ Percent Postconsumer Material	² SABRC Product Category Code	SABRC Meets

Public Contract Code sections 12205 (a) (1) (2) (3) (b) (1) (2) (3).

I certify that the above information is true. I further certify that these environmental claims for recycled content regarding these products are consistent with the Federal Trade Commission's Environmental Marketing Guidelines in accordance with PCC Section 12205.

Print name _____ Signature _____ Company _____ Date _____
(See footnotes on the back of this page.)

Postconsumer material comes from products that were bought by consumers, used, and then recycled. For example: a newspaper that has been purchased and read, next recycled, and then used to make another product would be postconsumer material.

If the product does not fit into any of the product categories, enter "N/A." Common N/A products include wood products, natural textiles, aggregate, concrete, electronics such as computers, TV, software on a disk or CD, or telephone.

1. Product category refers to one of the product categories listed below, into which the reportable purchase falls. For products made from multiple materials, choose the category that comprises most of the product by weight, or volume.

Note: For reused or refurbished products, there is no minimum content requirement.

For additional information visit www.calrecycle.ca.gov/BuyRecycled/

Code	Description Product Categories (11)	Minimum content requirement
1	Paper Products - Recycled	30 percent postconsumer fiber, by fiber weight
2	Printing and Writing - Recycled	30 percent postconsumer fiber, by fiber weight
3	Compost, Co-compost, and Mulch – Recycled	80 percent recovered materials. i.e., material that would otherwise be normally disposed of in a landfill
4	Glass – Recycled	10 percent postconsumer, by weight
5	Rerefined Lubricating Oil - Recycled	70 percent re-refined base oil
6a	Plastic – Recycled	10 percent postconsumer, by weight
6b	Printer or duplication cartridges	a. Have 10 percent postconsumer material, or b. Are purchased as remanufactured, or c. Are backed by a vendor-offered program that will take back the printer cartridges after their useful life and ensure that the cartridges are recycled and comply with the definition of recycled as set forth in Section 12156 of the Public Contract Code.
7	Paint – Recycled	50 percent postconsumer paint (exceptions when 50% postconsumer content is not available or is restricted by a local air quality management district, then 10% postconsumer content may be substituted)
8	Antifreeze – Recycled	70 percent postconsumer material
9	Retreated Tires - Recycled	Use existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
10	Tire- Derived - Recycled	50 percent postconsumer tires
11	Metals – Recycled	10 percent postconsumer, by weight

Bid Completion Checklist

Please use this checklist to assist in the preparation of your Bid package to ensure that all required items are included.

-
- ☐ Cover Letter with contact information and statements as required in the IFB.
 - ☐ Organizational information and Personnel Information (Resumes)
 - ☐ Cost Bid Sheet (Attachment A)
 - ☐ Bidder Declaration *REQUIRED- Write zero on form if no participation.* (Attachment B)
 - ☐ Darfur Contracting Act Certification (Attachment D)
 - ☐ Contractor Status Form (Attachment E)
 - ☐ Client References (Attachment F)
 - ☐ Copy of Required License(s) (Secretary of State)
-

The following number of BID packages must be submitted as the Contractor's response to this IFB:

- ☐ One (1) unbound reproducible original Bid package marked "Original" (Do not include bid sheet in this copy).
 - ☐ One (1) Electronic copy of Bid Package in Adobe Acrobat format (Do not include bid sheet in this copy).
 - ☐ One complete, signed bid sheet in a separate sealed envelope marked "Bid – Do Not Open".
-

The following form is only required upon submittal as applicable pursuant to the provisions outlined in Section II, Rules and Conditions:

- ☐ Certification of Target Area Contract Preference Act
-

The following forms are not required at the time of the Bid submission but are part of the draft Standard Agreement (Attachment G) and will be required by the successful contractor during the contract period:

- ☐ Recycled Content Certification
 - ☐ Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) Subcontractor Payment Certification (Attachment C)
 - ☐ Payee Data Record (Standard Form 204) <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>
-

Please note that if any of the items are missing from the Bid package, the package will be considered incomplete and will be disqualified from the process.